IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2197 OF 2004

IN

SUIT NO.2860 OF 2002

Almar Co-op.Housing Society Ltd. & others. .... Plaintiffs.

vs.

Almar Builders and Estate Pvt.Ltd and others. ... Defendants.

Mr.P.M.Shah, for Plaintiffs.

Mr.A.S.Rai, for Defendant nos.1 & 2.

CORAM: D.K.DESHMUKH,J.

DATED: 6th May,2005

P.C.:-

1. This is a Notice of Motion taken out by the plaintiffs. The defendant nos.2 and 3 had made a statement which is recorded in the order dated 6th October,2004 passed by the Court, and thereby they undertook to pay

all the arrears of municipal taxes in relation to the suit property within four weeks from 6th October,2004. The learned Counsel for defendant nos.2 and 3 is not in a position either to say that the defendants have paid the taxes as per the statement. He is also not in a position to produce receipts of payment of taxes as per that statement. The defendants have not filed any reply to this notice of motion. The learned Counsel for defendants 2 and 3 submits that he wants to rely on his reply filed in Notice of Motion no.2360 of 2002. I have perused that reply. That reply also does not disclose any reasons as to why the defendants have not complied with their statutory obligations under the Maharashtra Flats Ownership Act. In the absence of any affidavit filed in reply to this notice of motion, accepting the averments in the affidavit filed in support of notice of motion at face value as also in view of the developments narrated above, in my opinion, it would be appropriate to grant this notice of motion in terms of prayer clause (a). It is accordingly, so granted. Notice of Motion disposed of.